

3-15-1977

Book Review - Keyes: Keyes' Encyclopedic Dictionary of Procurement Law

Overton A. Currie

Mary Jane Armour

Follow this and additional works at: <http://digitalcommons.pepperdine.edu/plr>



Part of the [Contracts Commons](#)

Recommended Citation

Overton A. Currie and Mary Jane Armour *Book Review - Keyes: Keyes' Encyclopedic Dictionary of Procurement Law*, 4 Pepp. L. Rev. 1 (1977)

Available at: <http://digitalcommons.pepperdine.edu/plr/vol4/iss1/8>

This Book Review is brought to you for free and open access by the School of Law at Pepperdine Digital Commons. It has been accepted for inclusion in Pepperdine Law Review by an authorized administrator of Pepperdine Digital Commons. For more information, please contact Kevin.Miller3@pepperdine.edu.

KEYES ENCYCLOPEDIC DICTIONARY OF PROCUREMENT LAW. By W. Noel Keyes. New York: Oceana Publications, Inc. (1976). Pp. 297.

To most laymen, the term "procurement" is associated with the limited function of the purchase of goods and services by governmental bodies, most frequently the federal government. In contrast to this narrow approach, Professor Keyes views procurement as an expansive function, one which encompasses purchase contracts of all types and extends to private entities as well as public ones. It is this broad view which makes the dictionary unique in the field, for while geared to the government procurement specialist, it has been prepared with an experienced eye to the position of procurement in relation to the entire commercial setting.

"Optimum procurement," in the words of Professor Keyes, "is an art, similar to other business arts such as accounting." However, unlike accounting and related disciplines which are governed by relatively standard procedures and terminology, there is no unifying force in the procurement area. The Federal Procurement Regulations are available to those who enter into contracts with the federal government. However, no similar standardized guidelines exist for contracts involving state and local bodies, even where federal government funds are involved. As a result, local regulations reflect the infinite variations in state and local laws, and can present a significant problem for suppliers of goods and services who operate without reference to state boundaries.

While the Model Procurement Code which could standardize procurement practices from state to state remains in the offing,

Professor Keyes has sought, by means of his dictionary, to focus on the problem of communication, by contributing to a "common language" for use by practitioners in the field. He points out that the development of a relatively standardized terminology is an essential step in the development of an optimum procurement system, particularly at the state and local level. A standardized terminology is also crucial to the functioning of the practitioner in the area, since unless he can understand the vocabulary, he has no adequate means of reaching the relevant concepts.

Despite its title, the work is actually both a dictionary and an encyclopedia. Its avowed purpose is not to set out inflexible definitions, but by means of an explanation of key terms in conjunction with appropriate citations and cross-references to lead the reader into the proper factual context from which he can then launch his analysis of problems. While there is ultimately no substitute for thorough analysis, identification of the factual area is the first step. The dictionary places each particular term in its proper procurement or commercial context by relating it to the Uniform Commercial Code and state laws as well as to federal regulations, international law, etc. For example, the term "assignment" is discussed in terms of its traditional common law meaning as set out in the Restatement of Contracts, its meaning in state and federal case law, and its specialized meaning under the Uniform Commercial Code.

The scope of the dictionary exceeds that indicated by its title and introduction. Professor Keyes has included a number of terms which, at first glance, appear to be only tangentially related to procurement. An example is the numerous banking terms which are discussed. However, their inclusion is quite appropriate in light of the author's theory that procurement can best be understood when viewed as part of the entire commercial setting.

This book is an important reference source for practitioners in this area, not only as it pertains to the procurement function itself, but with regard to commercial practices in general.

OVERTON A. CURRIE AND MARY JANE ARMOUR*

* Members of the law firm of Smith, Currie and Hancock, Atlanta, Georgia.